

# Exhibit A

## Cardmember Agreement

### 1. ACCEPTANCE OF THIS AGREEMENT

This agreement governs your credit card account with us referenced on the card carrier containing the card for this account. Any use of your account is covered by this agreement. Please read the entire agreement and keep it for your records. The entire agreement may be in separate parts, including this document and a "Rates and Fees" table that is expressly made a part of this agreement. You authorize us to pay for and charge your account for all transactions made on your account. You promise to pay us for all transactions made on your account, as well as any fees or finance charges. If this is a joint account, each of you, together and individually, is responsible for paying all amounts owed, even if the account is used by only one of you.

Please sign the back of your credit card when you receive it. You will be bound by this agreement if you or anyone authorized by you use your account for any purpose, even if you don't sign your card. Whether you use your account or not, you will be bound by this agreement unless you cancel your account within 30 days after receiving your card and you have not used your account for any purpose.

Throughout this agreement, the words "we", "us" and "our" mean Chase Manhattan Bank USA, N.A., the issuer of your credit card and account. The words "you", "your" and "yours" mean all persons responsible for complying with this agreement, including the person who applied for the account and the person to whom we address billing statements, as well as any person who agrees to be liable on the account. The word "card" means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this agreement.

### 2. USING YOUR ACCOUNT

Your account is a consumer account and should be used only for personal, family or household purposes. Unless we agree or it is required by law, we will not be responsible for merchandise or services purchased or leased through use of your account. You promise to use your account only for valid and lawful transactions. For example, internet gambling may be illegal in some places. It is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

#### Types of Transactions:

- **Purchases:** You may use your card to pay for goods or services.
- **Checks:** We may provide you cash advance checks or balance transfer checks as a way to use your account. We also refer to them in this agreement as a check or checks. You may use a check to pay for goods or services, to transfer balances to your account, or for other uses we allow. But you may not use these checks to transfer balances to this account from other accounts with us or any of our related companies. Only the person whose name is printed on the check may sign the check. Cash advance checks may also be referred to as convenience checks.
- **Balance Transfers:** You may transfer balances from other accounts or loans with other credit card issuers or other lenders to this account, or other balance transfers we allow. But you may not transfer balances to this account from other accounts with us or any of our related companies. If a portion of a requested balance transfer will exceed your available credit line, we may process a partial balance transfer up to your available credit line.
- **Cash Advances:** You may use your card to get cash from automatic teller machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino gaming chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this account. Cash Advances may also be referred to as Advances.
- **Overdraft Advances:** If you have an eligible checking account with one of our related banks, you may link this account to your checking account with our related bank to cover an overdraft on that checking account under the terms of this agreement and your checking account agreement.

#### Billing Cycle:

In order to manage your account, we divide time into periods called "billing cycles." Each billing cycle is approximately one month in length. For each calendar month, your account will have a billing cycle that ends in that month. Your account will have a billing cycle ending in each calendar month whether

APR deposits; or your New Balance is under your credit line. For other cashed-in above, we may add to your minimum payment due any fees provided in this agreement such as late or overlimit fees.

**Payment Allocation**

You agree that we are authorized to allocate your payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply your payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.

**Credit Balances:**

You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges or fees billed to your account.

**Automatic Charges:**

You may authorize a third party to automatically charge your account for repeat transactions (for example, monthly utility charges, memberships and insurance premiums). If automatic charges are stopped for any reason (including because your account is closed or suspended for any reason) or your account number changes, you are responsible for notifying the biller and paying these charges directly. If your account number changes, we may, but are not required to, pay from your new account number charges that you are authorized to be billed to your old account number.

**Promotions:**

From time to time we may offer special terms for your account. If we do, we will notify you about the terms of the offer and how long they will be in effect. Any promotion is subject to the terms of the agreement, as modified by the promotional offer.

**Delayed Payment Program:**

We may offer you, in our discretion, a special promotional program that applies to eligible transactions made and/or posted to your account during a specified promotional period. We will notify you about the details of the program when we offer it to you. These transactions, if the offer provides, may be required to meet or exceed a specified dollar amount and/or table placed at an eligible merchant location. If the offer provides, eligible transactions may be omitted from your account balance for the purpose of calculating the minimum payment due each month, or they may not be subject to any periodic rate finance charges for a specified period of time. If any portion of eligible transactions is not paid in full by the ending date of the program, or if your account is in default at any time during the program, that portion of the balance account is in default at any time during the program, and you agree.

Finance charges in accordance with the regular terms of your agreement. Finance charges will be included in the minimum payment calculation and account is in default at any time during the program, that portion of the balance account is in default at any time during the program, and you agree.

**Daily Periodic Rates and Annual Percentage Rates:**

You annual percentage rates (APRs) and the corresponding daily periodic rates are listed on the "Rates and Fees" table, or "Pricing Schedule" that is at the end of this document or provided separately. To get up at the first place to the right of the decimal point. We may also refer to standard rates and promotional rates as "purchase rates" and "delay rates" as non-purchase rates. We may also refer to any rate or fee disclosed in the Table as a rate or fee disclosed in a Pricing Schedule Box.

**Variable Rates:**

One or more APRs that apply to your account may vary with changes to the Prime Rate. When you have an APR that varies with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published in the Wall Street Journal two business days before the Prime Rate published in the Wall Street Journal. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice. A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or federal holiday. The Rates and Fees table shows which rates, if any, are variable rates. It also lists the margin for each variable rate and any minimum daily periodic rate and corresponding APR. Two business days before the Closing Date shown on your billing statement, we see what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. The daily periodic rate is calculated as described

• The check is post-dated. If a post-dated check is paid, resulting in another check being returned or not paid, we are not responsible.

• You are in default or would be if we paid the check.

• You have used the check after the date specified on it.

**Lost or Stolen Cards, Checks or Account Numbers:**

If any card, check, account number or other means to access your account is lost or stolen, or you think someone used or may use them without your permission, you must notify us at once by calling the Cardholder Service telephone number shown on your card or billing statement. Do not use your account after you notify us, even if your card, check, account number or other means to access your account is found or returned. We may terminate or suspend your credit privileges when you notify us of any loss, theft or unauthorized use related to your account. You may be liable if there is unauthorized use of your account from which you receive no benefit, but you will not be liable for more than \$50.00 of such transactions, and you will not be liable for any such transactions made after you notify us of the loss, theft or unauthorized use. However, you must identify for us the unauthorized charges from which you received no benefit.

**3. PAYMENTS**

**Payment Instructions:**

Your billing statement and accompanying envelope include instructions you must follow for making payments and sets forth the date and time by which we must receive the payment. You agree to pay us amounts you owe in U.S. dollars drawn on funds on deposit in a U.S. financial institution or the U.S. branch of a foreign financial institution using a payment check, money order or automatic debit that will be processed or honored by your financial institution. We will not accept cash payments. Your total available credit may not be restored for up to 15 days after we receive your payment.

Any payment check or other form of payment which you send to us for less than the full balance that is marked "paid in full" or with a similar notation or that you otherwise tender in full satisfaction of a disputed amount (conditional payment), must be sent to us at the conditional payments address listed on your monthly statement. We reserve all our rights regarding such payments. For example, if it is determined that there is no valid dispute or if any such payment is received at any other address, we may accept the payment but you will still owe any remaining balance. We may refuse to accept any such payment by returning it to you, not cashing it or by destroying it. All other payments that you make should be sent to the regular payment address shown on your monthly statement. We reserve the right to electronically collect your eligible payment checks, at first presentation, and any representation, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount of the check electronically, or, if needed, by a draft drawn against the bank account. Payment checks will be collected electronically to your bank. Check amount shown with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

**Minimum Payment:**

You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe at any time. If you have a balance that is subject to finance charges, the soonest you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10 or less, your minimum payment will be the New Balance. Otherwise, it will be any amount past due, plus one of the following amounts: \$10, 2% of the New Balance (reduced to the next lowest dollar) or the total finance charges shown on your statement (rounded up to the nearest dollar), whichever is greater. But if any APR on your account is greater than 23% or your balance is over your credit limit, we may require a minimum payment that is up to the greater of \$10 and an amount no less than 1% of the New Balance (reduced to the next lowest dollar). If the percentage of the New Balance you are required to pay increases, it will not decrease when your

or not there is a billing statement for that billing cycle.

**Authorized Users:**

If you allow someone to use your account, that person will be an authorized user. You should think carefully before allowing anyone to become an authorized user because for the use of your account and each card issued on your account according to the terms of this agreement. This includes your responsibility for paying all charges on your account made by an authorized user.

You may request an additional card for use by an authorized user on your account. If you do so, this account may appear on the credit report of that user. You must notify us to terminate an authorized user's permission to use your account. If you notify us, we may close the account and/or issue a new card or card with a different account number. You should also recover and destroy any cards, checks or any other means of access to your account from that authorized user.

**Credit Line:**

Your credit line appears on your billing statements. Your billing statement also may show that only a portion of your credit line may be used for cash advances. Cash advance checks, cash advances and overdraft advances are charged against the cash advance portion of your credit line, and all other transactions are charged against your credit line. You are responsible for keeping track of your account balance, including any fees and finance charges, and making sure it remains below your credit line. If your account balance is over your credit line for any reason, we may charge you an overlimit fee as described in this agreement. We may, but are not required to, authorize changes that go over your credit line. You must pay any amount over your credit line, and you must pay us immediately if we ask you to. This agreement applies to any balance over your credit line.

At our discretion, we may increase, reduce, or cancel your credit line, or the cash advance portion of your credit line, at any time. However, if you have asked us not to do so, we will not increase your credit line. A change to your credit line will not affect your obligation to pay us.

**Transactions in Foreign Currency:**

If you make a transaction in a foreign currency, Visa USA Inc. or MasterCard International, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures in effect on the date of processing the transaction. Currency, such as them uses either a wholesale market rate or a government-mandated rate and adds one percent to that rate. We then add one percent to the figure provided to us. If either Visa USA or MasterCard International ceases adding one percent to the wholesale or government-mandated conversion rate, we will add that percent to the figure provided to us by that entity. The rate in effect on the processing date may differ from the rate on the date you used your card or account. The same process will be used if a transaction must be converted back into a foreign currency such as for a reversal.

**Refusal to Authorize Transactions:**

We may, but are not required to, decline a transaction on your account for any of the following reasons:

- because of operational considerations,
- because your account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your account is declined for any reason, even if you have sufficient credit available.

**Refusal to Pay Checks:**

Each check you write is your request for funds. When we receive a check for a check, we may review your account to decide whether to authorize that check. If you do not register, we may require that you register your account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your on-line transactions.

**Refused to Cash Advances:**

Your credit line or cash advance portion of your credit line has been exceeded, or would be exceeded if we paid the check.

- We or one of our related companies is the payee on the check.
- Your credit line or cash advance portion of your credit line has been exceeded, or would be exceeded if we paid the check.

Any reason, including the following examples:

- check, we may, but are not required to, reject and return unpaid a check for payment, we may review your account to decide whether to authorize that check. If you do not register, we may require that you register your account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your on-line transactions.

If our calculations indicate that a change is in order, we can determine the new rate from the previous day's rate because the Prime Rate has been changed. The new rate will apply as of the first day of your billing cycle. In the case of the calendar month, we will use the day of the month that we used in the previous month. For example, if we used the 15th of the previous month, we will use the 15th of the current month. If the day of the month is not a business day, we will use the next business day. If we used the 31st of the previous month, we will use the 31st of the current month. If the 31st is not a business day, we will use the next business day. If we used the 28th of the previous month, we will use the 28th of the current month. If the 28th is not a business day, we will use the next business day. If we used the 29th of the previous month, we will use the 29th of the current month. If the 29th is not a business day, we will use the next business day. If we used the 30th of the previous month, we will use the 30th of the current month. If the 30th is not a business day, we will use the next business day.

- **Default Rates:**
  - Your APRs also may vary if you are in default under this agreement or any other agreement you have with us or any of our related companies for any of the following reasons:
    - We do not receive, for any payment that is owed on this account or any other account or loan with us, at least the minimum payment due by the date and time due.
    - You exceed your credit line on this account.
    - You fail to make a payment to another creditor when due.
    - You make a payment to us that is not honored by your bank.
  - To the extent allowed by law, it at any time after your account is closed, we demand immediate payment of your outstanding balance and we do not receive payment within the time we specify.

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reduced default rates or otherwise standard rates for all or selected balances in your account. We may also refer to this portion of the agreement as the "Incentive Customer Pricing Eligibility section."

The first step in the process of developing a new product is to identify a market need. This is often done through market research, which can involve surveys, focus groups, and other techniques. Once a need is identified, the next step is to develop a concept for the product. This involves creating a detailed description of the product, including its features, benefits, and target market. The concept is then refined through further research and development. Once the concept is finalized, the next step is to develop a prototype. This is a physical model of the product that can be used to test the design and make any necessary adjustments. The prototype is then used to create a final design, which is then used to manufacture the product. Finally, the product is launched into the market and its performance is monitored.

Get the daily balance for each day for each category:

We take the beginning balance for that day.

We add to that balance any new transactions, fees, other charges, and debit adjustments that apply to that category. We add a new purchase, cash advance, balance transfer or overdraft advance to the daily balance as of the transaction date, or a later date of our choice. We add a new cash advance check or balance transfer check to the daily balance as of the cash advance check or balance transfer check is deposited by a payee, or a later date of our choice. We subtract from that balance any payments, credits, or credit adjustments that apply to that category and that are credited as of that day. We treat a credit balance as a balance of zero. The beginning balance for each category for the next day, we add the periodic finance charges to the daily balance. If more than one daily

periodic rate could apply to a colony because the rate for the corresponding period may be based on the amount of the average daily balance, which will use the end of the billing cycle to calculate the daily periodic finance charge rate. This agreement provides for daily compounding of finance charges.

to get the total periodic finance charges for this billing cycle, we add all of the daily periodic finance charges for each day during that billing cycle. However, if any periodic finance charges are due, we will charge you at least the minimum periodic finance charge stated in the rates and fees table. If it is not possible to assess a finance charge, we will add an additional amount to the balance for purchases made during the billing cycle.

For each category we calculate an average daily balance (including non-payment transactions) for the billing cycle by adding all your daily balances and dividing that amount by the number of days in the billing cycle. If you have an average daily balance for a category of days in the billing cycle, we will use that average daily balance for that category of days in the billing cycle. If the total will equal the periodic finance charges for that balance, it is attributable to that billing cycle, except for minor variations due to rounding differences. Period and Account Charges:

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transaction fees for Cash Advances:  
We may charge you a cash advance fee in the amount stated in this Rates and Fees Table for each of the following transactions.

addition, if you use a third party service to make a payment on your behalf and the service charges the payment to this account, we may charge a transaction fee for the payment.

if the related category as of the transaction date of the balance advance transaction fees are finance charges. We add the fee to the balance advance category as of the transaction date of the balance transfer transaction fees for Balance Transfers.

transaction fees for each of the following transactions:

- balance transfer checks;
- balance transfers;
- the related category as of the transaction date of the balance transfer transaction fee for a balance transfer would be added to your

**OTHER FEES AND CHARGES**

We may charge the following fees:

Rates and Fees Table. The amounts of these fees are listed in purchases made during the billing cycle.

**Annual Fee:**

Our account has an annual fee. It will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 45 days of the date we mail your billing statement on which the annual fee is charged. Up to the same time, you pay your outstanding balance in full and payment of the annual fee does not affect our right to close your account or limit your right to use cash transactions on your account. If you are closed by you or us, we will continue to charge the annual fee.

**Relationship:** If you pay your outstanding balance in full and terminate your account.

**Late Fee:** We may charge a late fee if we do not receive at least your required minimum payment by the date and time due as shown on your billing statement. We will calculate the late fee based on the Previous Balance shown on the billing statement on which the late fee appears. We may also refer to this fee as the late payment fee or

**Overnight Fee:** If your account balance is over your credit line at any time during a billing cycle, even if only for a day, we may charge an overnight fee. We may charge this fee even if your balance is over the credit line because of a finance charge or fee we imposed or a transaction was authorized. We will not charge more than one overnight fee for any billing cycle. But we may charge an overnight fee in subsequent billing cycles, even if no new finance charge or fee was imposed or a transaction was authorized. We will not charge more than one overnight fee for any billing cycle. If you have an account balance still in over your credit line at any time during the subsequent billing cycles.

**Return Payment Fee:**

**Alumni/Trustee Fees:**

check fee.

may also refer to this fee as the stop payment fee and the declined check fee.

check at your request, or (b) we refuse to pay a return advance check

If (a) we stop payment on a cash advance check or balance transfer

check fee.

Return Check Fee.

refer to this fee as the returned payment fee.

be processed, we may charge a return payment fee. We may also

we must return a payment check because it is not signed or cannot

instrument held or other electronic payment is returned unpaid, or (c)

If (a) your payment check or similar instrument is not honored, (b) an

If you request a copy of a billing statement, sales draft or other record of your account or if you request two or more copies of any specified services (for example, obtaining cards on an expedited basis), we may charge you for those services. We may also refer to these fees as the copy fee and the card replacement fee, respectively. In addition, if a Cardmember Service Representative initiates an electronic payment to your request, we may charge you a fee for this service. We may also refer to this fee as the expedited payment fee. However, we will not charge you for copies of billing statements, sales drafts or similar documents that you request for a billing dispute. You may also request we under appeal against us for other services we provide that we will inform you about within 30 days after we provide them. Other fees may apply.

**6. DEBIT/PAID/COLLECTION**

We may consider you to be in default if any of these occur:

- We do not receive at least the minimum amount due by the date and time due as shown on your billing statement.
- You exceed your credit line.
- You fail to comply with the terms of this agreement or any agreement with one of our related companies.
- You file for bankruptcy.
- We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- You become incarcerated or in the event of your death.

**7. CLOSING YOUR ACCOUNT**  
If we consider your account to be in default, we may close your account without notice and require you to pay your unpaid balances immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your account to be six or more billing cycles past due.  
To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorney's fees, argument costs, and all other expenses of enforcing our rights under this agreement.



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(In the presence of the future. As used in this Arbitration Agreement, the term "Claim" is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, bifurcated or otherwise, and a party who brings a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to the Arbitration Agreement you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action is filed in that forum of a private attorney general action, it is not a Claim between us related to this lawsuit and it will be subject to an unfavorable

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by a user against you and any co-defendant, co-conspirator, or authorized user of your Account; or your heirs or your estate in bankruptcy against us; brought by you and any co-defendant, joint complainant, or authorized user of your Account; or your heirs or your estate in bankruptcy; or (2) those brought by you and any co-defendant, joint complainant, or authorized user of your Account.

The arbitrator(s) are independent from us. The arbitrator(s) does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and its May be provided in this Arbitration Agreement. Any arbitration hearing that you attend and shall be held at a place chosen by the arbitrator or arbitrators within the federal judicial district in which you reside at the time this Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration administrators<sup>1</sup>, information about arbitration and arbitration fees, and restrictions for initiating arbitration by contacting the arbitration administrators.

New York, NY 10017-4605. Web site: [www.adr.org](http://www.adr.org). Toll-free 800-778-7879  
JAMS, 1920 Main Street, Suite 302, Irvine, CA 92610.  
Web site: [www.jamsadr.com](http://www.jamsadr.com); 800-352-5287  
National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405.  
Web site: [www.narforum.com](http://www.narforum.com); 800-414-7271

Procedures and law applicable to arbitration. A single neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience in a field or a retired or former judge. The arbitrator will be compensated under the appropriate procedures and rules of the arbitration administrator that was in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will limit claims of punitive damages or extraordinary damages to those cases where the law requires them. In cases where the law requires them, the arbitrator will award punitive damages or extraordinary damages. The arbitrator will not provide a statement of reasons for a decision or a brief settlement of a dispute requested by a party. Upon a request by you or us, the arbitrator will make any award in writing but need not provide a statement of reasons or findings requested by a party. Upon a request by you or us, the arbitrator will Costs. We will reimburse you for the initial arbitration filing fee paid by you.

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your account for others, we may report account information in your name as well as in the names of those other people.

If you think we have reported inaccurate information to a credit bureau, you may write to us at the Cardmember Service address listed on your billing statement. Please include your name, address, account number, telephone number and a brief description of the problem. If available, please provide a copy of the credit bureau report in question. We will promptly investigate the matter and, if our investigation shows that you are right, we will contact each credit bureau to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone. We will also notify the credit bureau that you dispute the information unless you let us know that you no longer dispute the information.

#### 11. NOTICES/CHANGE OF PERSONAL INFORMATION

We will send cards, billing statements and other notices to you at the address shown in our files. Or, if this is a joint account, we can send billing statements and notices to any joint account holder. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account.

If you change your name, address, or home or business telephone number or email address (if you elect to receive billing statements or other notices on line), you must notify us immediately in writing at the address shown on the back of your billing statement. We may, at our option, accept mailing address corrections from the United States Postal Service.

#### 12. TELEPHONE MONITORING AND RECORDING

We, and if applicable, our agents, may listen to and record your telephone calls with us. You agree that we, and if applicable, our agents, may do so, whether you or we initiate the telephone call.

#### 13. ILLINOIS CARDMEMBERS: INFORMATION SHARING

Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations outside of our family of companies.

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information to process your transactions or in response to a subpoena). You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

#### 14. ENFORCING THIS AGREEMENT

We can delay enforcing or not enforce any of our rights under this agreement without losing our right to enforce them in the future. If any of the terms of this agreement are found to be unenforceable, all other terms will remain in full force.

#### 15. ASSIGNMENT

We may assign your account, any amounts you owe us, or any of our rights and obligations under this agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person.

#### 16. GOVERNING LAW

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE WE AND YOUR ACCOUNT ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

#### 17. FOR INFORMATION

Please call the Cardmember Service telephone number on your card or billing statement if you have any questions about your account or this agreement.

#### 18. YOUR BILLING RIGHTS

##### Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

##### Notify Us In Case Of Errors Or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the Cardmember Service address shown on your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

##### Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

##### Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. This right does not apply to check transactions. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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